



PLM INTERNATIONAL, INC.

655 Montgomery Street  
Twelfth Floor  
San Francisco, CA 94111

415/989-1860  
Telex 34430

May 26, 1988

1 5657  
RECORDATION NO. 5657 Filed 14th

VIA FEDERAL EXPRESS

MAY 26 1988 - 10 45 AM

Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Date 5/26/88  
Fee \$ 13

ICC Washington, D.C.

Re: Bill of Sale for (1) 4,000 cu. ft. Coal Car, Road Number 70237

Dear Ms. Lee:

Enclosed for filing please find one notarized, originally executed bill of sale for the referenced equipment, a copy of same, and the filing fee of \$13.00.

The parties involved in this transaction are as follows:

Seller: Robert L. Davis  
415 Douglass Street  
San Francisco, CA 94114

Buyer: (as Agent for)  
PLM International, Inc.  
655 Montgomery Street  
San Francisco, CA 94111

We understand that the original will be stamped by your office and returned to us for our records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

Anne J. Shuford

Anne J. Shuford  
Legal Assistant

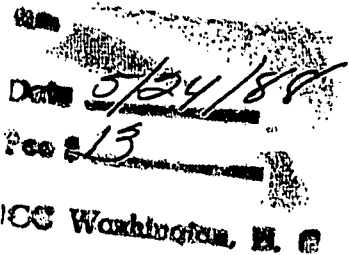
AJS:cd  
Enclosure

052688-022

  
PLM INTERNATIONAL, INC.

655 Montgomery Street  
Twelfth Floor  
San Francisco, CA 94111

415/989-1860  
Telex 34430

  
Date 5/24/88  
Fee \$13  
ICC Washington, D.C.

VIA FEDERAL EXPRESS

May 23, 1988

Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: One (1) Coal Car, Road Number 70237

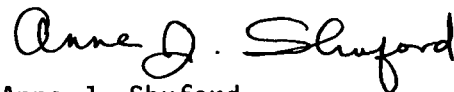
Dear Ms. Lee:

Enclosed for filing please find one notarized, originally executed bill of sale for the referenced equipment, a copy of same, and the filing fee of \$13.00.

We understand that the original will be stamped by your office and returned to us for our records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,



Anne J. Shuford  
Legal Assistant

1s  
052388-3  
Enclosure

Acknowledgment - General

State of California,


County of San Francisco

} ss.

On April 6, 1988, before me, the undersigned, a Notary Public for California,  
personally appeared Robert L. Davis

known to me (or proved to me on the oath of .....), to be the person... whose  
name... is subscribed to the within instrument and acknowledged to me that ...he... executed the same.



  
Notary Public for California

## BILL OF SALE

MAY 26 1988 - 10 45 AM

For and in consideration of the payment of ~~the sum of Fifteen~~ **INTERSTATE COMMERCE COMMISSION** Dollars (\$15,000) per railcar and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Robert L. Davis ("Seller") hereby grants, bargains, sells, conveys, transfers and delivers to PLM International Inc., as Agent for Buyer, with right of survivorship, their successors and assigns, all of Seller's right, title and interest in and to the covered hopper car(s) described below (the "Property").

<u>Property</u>	<u>Quantity</u>	<u>Road Number</u>
4,000 cu. ft., Coal Car	1	70237

To have and to hold the same unto Buyer, his successors and assigns forever.

The Seller, for himself and his successors and assigns, represents, warrants, covenants and agrees that:

(a) He is the owner of the Property, free and clear of all security interests, liens and encumbrances;

(b) He has full right, power and authority to sell and transfer the Property and warrants and will defend title to the Property unto Buyer, his successors and assigns, against all and every person and persons whomsoever;

(c) The Property is sold on an "as-is", "where-is" basis, without warranty of any type, express or implied.

Seller hereby agrees to indemnify and hold Buyer, his successors and assigns, harmless from and against a breach of any of the foregoing representations, warranties, covenants and agreements and from and against any loss, liability or expense, including court costs and reasonable attorneys' fees, incurred by Buyer, his successors and assigns, arising out of or incident to the operation or ownership of the Property prior to the date hereof, or any state of facts that existed at or prior to the date hereof or arises hereafter by reason of operative facts existing at or prior to the date hereof.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 6<sup>th</sup> day of April, 1988.

Robert L. Davis  
Robert L. Davis  
(Seller)

JMT-019B

RECEIVED

APR 08 1988

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